

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Lanham, LLLP
c/o Michael Management, Inc.
10100 Business Parkway
Lanham, Maryland 20706,

Plaintiff,

v.

Case No. CAL14-10801

Skandari, VG LLC
t/a Elevation Burger
RA: Urminder S. Aulakh, Esq.
6309 Alcott Road
Bethesda, MD 20817
and
Ahmad Mahmoud
2001 15th Street N Apt 1103
Arlington, VA 22201,

Defendants.

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Clerk of the
Circuit Court

COMPLAINT

Plaintiff, Lanham, LLLP, by and through its counsel, Alyssa W. Chang and the Law Office of Alyssa W. Chang, LLC, hereby sues Skandari, VG LLC and Ahmad Mahmoud and as grounds therefore states:

The Parties

1. Plaintiff, Lanham, LLLP ("Landlord"), is a limited liability partnership organized under the laws of the State of Maryland, with its principal place of business in Prince George's County and is the owner of the commercial property known as 10201 MLK Jr. Blvd., Unit 120, Bowie, Maryland 20720 in Prince George's County ("Premises").
2. Defendant, Skandari, VG LLC ("Tenant"), is a limited liability company organized under the laws of the State of Maryland, doing business in Prince George's County,

Maryland.

3. Defendant, Ahmad Mahmoud ("Guarantor"), is an adult citizen and resident of the Commonwealth of Virginia, doing business in Prince George's County, Maryland.

Breach of Contract and Anticipatory Breach of Contract

4. The allegations contained in paragraphs 1-3 are incorporated herein as if fully set forth.

5. Landlord entered into Agreement of Lease dated January 28, 2011 with Tenant for the Premises ("Lease"). The Lease expires on January 27, 2021. A copy of the Lease is attached hereto and incorporated herein as Plaintiff's Exhibit 1.

6. Subsequently, Tenant breached the Lease by failing to pay rent (§ 201 (d)) of the Lease) when due. Under the Lease Tenant is liable for the base monthly rental in the amount of \$4,648.00, and monthly common area maintenance charge (§ 320), real estate tax (§802), and insurance (§ 201 (k)). Through May 1, 2014, Tenant owes \$24,183.36 plus late fees of five percent (5%) (§ 711) of the amount due. A copy of the ledger is attached hereto as Exhibit 2.

7. Tenant refuses to relinquish possession of the Premises and Plaintiff seeks anticipatory breach damages.

8. Defendant, Ahmad Mahmoud, guaranteed the faithful performance of Tenant under the Lease. A copy of the Guaranty is attached hereto and incorporated herein as Exhibit 3.

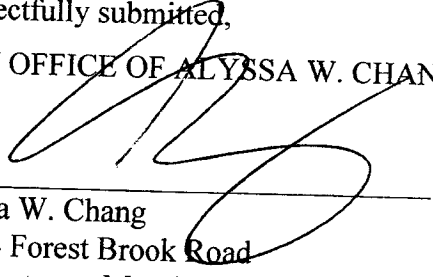
9. In the event of default by the Defendants, Plaintiff is entitled to attorney's fees and costs under § 2202 of the Lease.

WHEREFORE, Plaintiff demands judgment against Defendants, Skandari, VG LLC and Ahmad Mahmoud, in amount of \$79,959.36 plus five percent (5%) on amount due, plus

attorney's fees, costs and pre-judgment and post-judgment interest and for such other and further relief as this cause may require.

Respectfully submitted,

LAW OFFICE OF ALYSSA W. CHANG, LLC



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